

AGREEMENT BETWEEN
THE
PARK RIDGE BOARD OF EDUCATION
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 68, 68a, 68bb

July 1, 2002 to June 30, 2005

PARK RIDGE, NEW JERSEY

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ARTICLE I
RECOGNITION

The Board of Education agrees to and hereby does recognize the Union as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees under contract in the Unit Definition as set forth below here and after Union.

UNIT DEFINITION: The following categories of employees are included:

Custodians

Head Custodians

Lead Men

Maintenance Men, I, II

I = Carpenter - general repair, locks, painting, etc.

II = Electrical, plumbing, heating, air conditioning, etc.

Part-time Custodians

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Union agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. The parties of this Agreement pledge to engage in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin according to the time established by the Public Employment Relations Commission.
- B. In the event that a successor agreement has not been ratified by both parties, the existing contract will remain in force until such ratification.

ARTICLE III GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said employee or group of employees. The purpose of this procedure is to secure a solution at the lowest possible administrative level, whenever possible.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:17-3 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A:6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of R.S. 18A:17-3, the individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board the method of review shall be that set forth in R.S. 18A:29-14.

The term "employee" shall mean any contractually employed individual who holds a position covered by Article I, "Recognition", of this Agreement.

The term "representative" shall include the Union or any person designated by the Union or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "aggrieved party" means an aggrieved employee or his representative.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) work days of the occurrence complained of, or within fifteen (15) work days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) work days shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in the procedure herein set forth. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. Step 1: An employee shall first discuss his grievance orally with his immediate superior (Supervisor or Principal). Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. In the event the Principal elects to participate in said hearing, the Union shall be notified. A decision shall be rendered within five (5) work days of said hearing.
6. Step 2: If the grievance is not resolved to the employee's satisfaction at Step 1 as outlined above in paragraph 5, the employee shall submit his grievance, within five (5) work days from the receipt of the Step 1 determination to the Superintendent of Schools in writing specifying:
 - a. the nature of the grievance;
 - b. the results of the previous discussion;
 - c. the basis of his dissatisfaction with the determination.

7. A copy of the writing called for in Step 2 shall be furnished to the immediate supervisor, school principal, and to the Union.
8. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) work days of said hearing (unless a different period is mutually agreed upon) the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee. A copy of said determination in any event shall be furnished to the Union.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs #8 and #9, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) work days of the failure of the Superintendent to act or within ten (10) work days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board there shall be submitted by the appellant:

The writing set forth in paragraphs #8 and #9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to all parties in interest including the Park Ridge Support Staff Association.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Copies shall also be furnished to the Park Ridge Support Staff Association. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within twenty (20) work days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the Principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. Step 4: In the event an employee is dissatisfied with the determination of the Board, the Union shall have the right to submit the grievance to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than twenty (20) work days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the Union and the Board and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal or who may be answerable to more than one Principal, he shall discuss his grievance initially with the Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.
16. In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) work days of the issuance of said order, ruling or directive, or with ten (10) work days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board a writing setting forth:
 - a. the order, ruling or determination complained of;
 - b. the basis of the complaint;
 - c. a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of paragraph #16, the procedure shall be as set forth in paragraphs #12 and #13.
18. All employees shall be entitled to resort to the full procedure herein above set forth.

ARTICLE IV
EMPLOYEE/UNION RIGHTS

The Board agrees to uphold Chapter 303, Public Laws of 1968 or other laws of New Jersey, and the Constitution of New Jersey and the United States.

No employee will be prevented from wearing pins or other identification of membership in the Organization or its affiliates as long as the identification does not interfere with the performance of duty or the operation of the school.

1. No employee shall be reprimanded or otherwise disciplined without reason and no employee shall be terminated without cause.

The Board agrees to furnish to the Union in response to reasonable requests from time to time:

1. For negotiation purposes, the total cost of the current custodial and maintenance salaries.
2. Other pertinent information at a reasonable time or when available such as:

Audit

Personal Roster indicating salary guide step and degree

Tentative Budget as approved by the County Superintendent

Agendas and approved minutes of public meetings

Directory of personnel (names and addresses)

Normally, all negotiations or bargaining unit meetings mutually scheduled by the parties will be scheduled after the end of the school day to avoid loss of pay.

Whenever the Union desires use of any school buildings for meetings, it shall request permission for such use. The principal shall grant permission sought, provided that the use by the Union does not interfere with a scheduled activity.

If the Union authorizes a member from the bargaining unit to act as Shop Steward and represent the membership during formal hearing of grievances, the Shop Steward will not suffer a loss of pay, if said meetings are held during the Shop Steward's regular working hours. However such person is responsible for the completion of his daily duties as specified in his job description.

The Local 68 Shop Steward shall be permitted, with prior approval from his supervisor to visit any school, during regular working hours, for the purpose of investigating a members grievance.

Authorized Business Representatives of the Union shall have access to all schools and facilities in which employees covered by this Agreement work, during the employee's regular working hours, for the purpose of discussing grievances and other work related issues. Whenever possible, these visitations shall be done during the employee's lunch or break periods.

ARTICLE V
BOARD RIGHTS

The Board retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, by the decisions of the Courts of the United States and the State of New Jersey, the Commissioner of Education, and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education of the State of New Jersey, subject to the terms of this Agreement.

ARTICLE VI

WORK WEEK, HOLIDAYS, VACATIONS

- A. **Work Week:** The regular work week shall be forty hours Monday through Friday. When it is deemed necessary by the Superintendent and building principal (for custodians) or the Board Secretary (for maintenance and grounds) the work week may be altered. The Board shall establish the days considered part of the work week. All hours over forty (40) in any one week or eight in one day shall be paid at 1 1/2 times the employee's hourly rate. 1/280 of the annual salary shall constitute hourly pay. In the event that an employee work week is permanently altered the employee shall be provided with a minimum of fifteen (15) working day written notification by the Administration and the Board.

- B. **Holidays:** The holiday schedule for the custodial and maintenance staff will consist of twelve days, said schedule to be set annually by the Park Ridge Board of Education and the Superintendent of Schools. The Superintendent will consult with and seek input from the Union through its president prior to the finalization of the holiday schedule.

- C. **Vacations:** Paid vacations for custodial and maintenance employees shall be as follows:
 - 1. Employees with less than one year service will be entitled to one day of vacation per month of employment up to ten days.
 - 2. Employees with one to six years of service will be entitled to ten working days vacation.
 - 3. Employees with seven to eleven years of service will be entitled to fifteen working days of vacation.
 - 4. Employees with twelve or more years of service will be entitled to twenty working days of vacation.

All summer vacations for custodians must be taken between July 1 and ten working days prior to the opening of school as approved by the Superintendent of Schools. Vacations for maintenance/ custodial personnel may be taken during the school year upon recommendation of the Board Secretary/ Business Administrator and approved by the Superintendent. In the event of a conflict of dates, seniority will prevail.

- D. Educational Reimbursement "A support staff employee, who voluntarily takes a professional improvement course, which contributes to his professional development must have prior approval of the Superintendent and will be reimbursed under the following conditions:
1. To be eligible for reimbursement, the staff employee must furnish an explanation of how the course will contribute to his professional improvement in the Park Ridge School district.
 2. The maximum reimbursement for tuition, registration fees shall be \$700. Courses will be charge to the school in which they are completed.
 3. In-school year and summer courses are included.
 4. Written participation/passing of course must be presented to the Superintendent by staff employee to qualify for reimbursement.
 5. All vocational and craft training shall be included in this benefit, including the employees attendance at the Local 68 Educational Training Center.

**ARTICLE VII
LEAVE POLICY**

- A. Sick Leave: Custodial and maintenance staff members will be allowed twelve sick days with pay each year. Sick days are cumulative to an unlimited number. An illness of seven (7) consecutive working days or more requires a doctor's approval before the staff member returns to work.

- B. Commitments and Transactions: Up to two days absence with pay will be allowed annually by the Superintendent for Legal, Family, Educational and/or Real Estate purposes. A statement that the reason fits within these categories is all that is required. Absence for other reasons may also be allowed. Commitments and Transactions should be approved in advance by the Superintendent, when possible. Emergency absences should be certified in writing to the Superintendent.

- C. Critical Illness or Death in the Immediate Family: With the Superintendent's approval, up to five days leave with pay may be granted in case of critical illness or death in the immediate family. Critical illness means illness which, in the attending physician's opinion, is grave enough to require the staff member's presence at the bedside. Immediate family means father, mother, spouse, children, brother, sister.

- D. Funeral: A one day leave with pay may be granted upon approval of the Superintendent to attend the funeral of relatives or a close friend.

ARTICLE VIII
PARTIAL PAY FOR UNUSED SICK LEAVE

The Board shall pay a retiring plant operation employee partial payment for unused sick leave days. The payment shall be in a lump sum payable on retirement or the January 15th following retirement, at the retiring employee's option. Such pay for unused sick leave days shall be determined by the following criteria.

1. To qualify, an employee must have worked as a member of our plant operations staff in the Park Ridge Schools for at least ten years, half time or more.
2. A plant operations employee must have accumulated a minimum of fifty (50) days to qualify.
3. Payment will be made to a maximum of 180 days.
4. Payment for unused days will be paid at \$25 per day.

ARTICLE IX
HEALTH BENEFITS

School Support staff members who are employed twenty-six (26) hours or more per week shall be entitled to participate in a Health Benefit Insurance Plan which is equal to that provided to certified personnel within the district. Any employee, who was employed in the district more than 20 and fewer than 26 hours per week before July 1, 1999 shall continue to receive health benefits notwithstanding anything in this Agreement to the contrary.

1. The cost of support staff member and dependent coverage will be borne by the Board.

2. The Board shall request from the carrier for distribution to new members of the unit, and others on request, a description of the health-care insurance coverage provided under this policy no later than the beginning of each school year, which shall include a description of conditions and limits of coverage as defined in the master policies and contracts mentioned above.

ARTICLE X

SUPPORT STAFF - ADMINISTRATION LIAISON

Meetings shall occur at least twice during the contract year between **Union** representatives and the Superintendent and Business Administrator to review and discuss any current problems relating to support staff and the administration of this Agreement. The Union's committee shall consist of not more than three representatives.

ARTICLE XI

MISCELLANEOUS

A. Clothing

During the warm weather months, the employees will be provided with five (5) "T" shirts imprinted with the Park Ridge Schools logo and will be of a color complimentary to the trousers of the year-round uniforms as provided by the Board of Education. Uniforms for wear on the job will be of sturdy fabric, washable and well-fitting in a color agreed to between the Union members and the Administration. These uniforms will be provided to each employee at the beginning of each school year or on demand when proof of excess wear and tear is shown. In the event that an employee has an allergy to a fabric, the Board will strive to meet the requirements of the employee. The number of uniforms issued each year will be three.

The Board of Education will provide heavy outer wear jackets to those employees who are required to work out-of-doors during the winter months. The employees will select the outer wear with the cooperation of the administration. These jackets will be replaced on a need basis only.

Shoes: The Board of Education will reimburse each employee, upon presentation of a paid receipt, up to \$100 per year for work shoes. This reimbursement will not be held for an unreasonable time.

B. Black Seal License

As a condition of continued employment, all custodial and maintenance personnel employed after July 1, 1990, exclusive of groundskeepers, within one year of their employment or the effective date of this contract, will have successfully completed the appropriate program and acquire a Black Seal License. Licensed employees are to receive an additional \$250 effective 7/1/99, \$300 7/1/00, \$350 7/1/01 stipend each year

The Park Ridge Board of Education will pay, at no cost to the employee, for the original course and any renewal of all boiler licenses which are necessary for continued employment. All Black Seal License stipends will be prorated based on months of employment in the district/year.

C. Seniority

The seniority of all employees now covered or hereafter coming under the coverage of this Agreement, will be computed from the date of the employee's employment by the Park Ridge Board of Education.

Employees in the same category or with the necessary skills will have seniority over other employees who were hired after them in the event of a layoff or the abolishment of a position.

D. Job Openings

All bargaining unit employees shall be given the opportunity to apply for all vacant or new bargaining unit positions. All job openings shall be posted at all schools in the custodians office.

E. Call in Pay

Any employee who is called into work shall receive a minimum of four (4) hours pay of time and one-half the employee's hourly rate.

F. Union Dues

1. The Board agrees to deduct from the regular paycheck of employees included in this bargaining unit, membership dues for the International Union of Operating Engineers, Local 68 provided the employee authorizes such deduction in writing in proper form to the Board offices. The total monthly amount so deducted shall be forwarded each month to the Union, no later than the 15th of the following month.

2. The Board agrees to deduct initiation fees from new employees covered by this agreement. The Union shall provide signed authorization from the employee to the Board, concerning the deduction of initiation fees. Deduction of initiation fees shall begin within two (2) pay periods after receipt of the initiation fee authorization form by the Board.
3. The Board agrees to deduct the initiation fee in four (4) equal installments, one installment in each of four (4) consecutive pay periods and shall remit deducted fees to the Union by the established Dues deduction procedure.
4. The Union agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
5. The employer will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which dues were deducted, the Union shall contact the Board in writing requesting said remittance. If after 15 working days the remittance has not yet been sent to the Union, the Union may bypass the grievance procedure and file directly for advisory arbitration.

Notwithstanding anything in this agreement to the contrary, if the arbitrator finds that the employer was delinquent in transmitting deducted dues payments to the Union, the arbitrator shall award interest in the amount of 3% of the delinquent amount as liquidated damages to the Union. Both the employer and the Union shall share jointly in the costs of arbitration, excluding the Union attorney fees, which will be absorbed by Local 68.

Agency Shop Fee

The Board agrees to deduct the sum of eighty-five percent (85%) of the rate of Union dues from each non-Union member of the bargaining unit represented by the Union and shall remit this Agency shop fee to the Union by the established Dues deduction procedure.

1. Part-time Custodians

1. The number of part-time custodians is capped at three (3) employees (one per school).
2. No current full-time positions are changed to part-time positions.

PARK RIDGE PUBLIC SCHOOLS

**UNION SALARIES 2002-2003
4.0% Increase
Salary Guide mutually agreed upon**

FISCAL YEAR 2002-2003

Salary Guide 2002-2003 – Year 1 = 4.00%

Step	Custodians	Maintenance 1	Maintenance 2
1	\$29,149	\$29,501	\$33,895
2	\$29,289	\$29,644	\$34,226
3	\$29,432	\$29,788	\$34,392
4	\$29,573	\$30,681	\$35,456
5	\$30,590	\$31,705	\$36,656
6	\$31,901	\$31,983	\$37,752
7	\$33,855	\$33,630	\$38,883
8	\$36,016	\$34,635	\$40,046
9	\$36,020	\$35,671	\$41,244
10	\$40,039	\$36,738	\$42,479
Off Guide	\$43,228	---	\$43,835

FISCAL YEAR 2003-2004

Salary Guide 2003-2004 – Year 2 = 4.5%

Step	Custodians	Maintenance 1	Maintenance 2
1	\$29,644	\$30,002	\$34,471
2	\$29,787	\$30,148	\$34,808
3	\$29,933	\$30,294	\$34,977
4	\$30,076	\$31,203	\$36,059
5	\$31,110	\$32,244	\$37,279
6	\$32,553	\$32,605	\$38,472
7	\$33,933	\$33,708	\$39,622
8	\$36,706	\$35,302	\$40,804
9	\$36,711	\$36,355	\$42,023
10	\$40,799	\$37,440	\$43,279
Off Guide	\$43,228	---	\$44,659

FISCAL YEAR 2004-2005

Salary Guide 2004-2005 – Year 3 = 4.25%

Step	Custodians	Maintenance 1	Maintenance 2
1	\$30,029	\$30,392	\$34,920
2	\$30,175	\$30,540	\$35,260
3	\$30,322	\$30,688	\$35,432
4	\$30,467	\$31,608	\$36,528
5	\$31,515	\$32,663	\$37,764
6	\$32,976	\$33,029	\$38,972
7	\$34,479	\$34,251	\$40,242
8	\$37,288	\$35,866	\$41,440
9	\$37,294	\$36,933	\$42,675
10	\$41,434	\$38,032	\$43,946
Off Guide	\$43,228	---	\$45,300

	2002-03	2003-04	2004-05
Arakelian, Sam	\$30,590	\$32,553	\$34,479
Baumann, Robert	\$43,835	\$44,659	\$45,300
Ferraro, Brian	\$30,590	\$32,553	\$34,479
Jack, Henry	\$36,016	\$36,711	\$41,434
Leka, Nezir	\$30,590	\$32,553	\$34,479
Leneus, Adler	\$33,855	\$36,706	\$37,294
Sagullo, Luis	\$40,039	\$40,799	\$41,434
Serna, Jose	\$30,590	\$32,553	\$34,479
Wray, Albert	\$33,855	\$36,706	\$37,294
Yenoukian, Nick	\$31,705	\$32,605	\$34,251

Part-time Custodians:
 Effective at Contract Ratification \$13.00 per hour
 Effective 7/1/03-6/30/04 \$13.50 per hour
 Effective 7/1/04-6/30/05 \$13.75 per hour

DURATION OF THIS AGREEMENT:

This agreement shall be effective as of July 1, 2002 and shall continue until June 30, 2005, or until a subsequent successor agreement has been approved by the parties.

IN WITNESS WHEREOF, The Park Ridge Board of Education has hereto caused its corporate seal to be affixed hereunto and this agreement to be executed by its proper corporate officers; and the Park Ridge Support Staff has hereunto set its hand and seal, this 23rd day of September, 2002 .

PARK RIDGE BOARD OF EDUCATION

Attest:

Frank Church
Board of Education Negotiator

By: _____
Keith Lambregtse
Board of Education President

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 68, 68a, 68b

Attest:

By: _____
Vincent J. Giblin, Business Manager

By: _____
Thomas P. Giblin, President

By: _____
Stephen Mc Guire, Recording Secretary

By _____
James Beirne, Business Representative

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name Catherine Mozak

Title Superintendent

